HOUSEHOLD GOODS/HAZARDOUS MATERIAL APPLICATION PROCESS Submitting an application for a Class E Certificate involves two South Carolina state agencies: 1.) Public Service Commission of South Carolina (PSC) www.psc.sc.gov **PSC Website** Contact the Clerk's Office at 803-896-5100 with questions regarding the completion of the Transportation Cover Sheet or Application. Complete and Submit the Application. **Please ensure your name/name of business is consistent throughout the Application** Α. B. C. D. E. Application is assigned a Docket Number B.

Step 3: **Notice of Filing**

Step 1:

Step 2:

- that cover the area to be served.
- B. The Notice of Filing document will include a "return date" which signifies the deadline for parties to intervene as a party of record.

 Applicant MUST provide the Commission with the Original Publisher's Affidavits by the date specified
- C. in the cover letter.

Step 4: **Attorney Information**

Applicant must be represented by an attorney if applicant is incorporated or an LLC.

Step 5: **Notice of Hearing**

A Notice of Hearing document including the date, time, and place of hearing will be mailed to all parties of record.

Step 6: Hearing and Witness Requirements (R. 103-133)* [See explanation below.]

- Applicant or Attorney MUST advise the Commission in writing of the number of witnesses to be Α. presented at the hearing and the amount of time needed for presentation of testimony.
- B. All applicants and/or witnesses must prove that the carrier is fit, willing, and able to provide the services applied for.
- C. If statewide authority (or authority for more than three contiguous counties) is sought, Applicant must prove that the Public Convenience and Necessity is not already being served in the territory by existing authorized service.
 - 1. The Public Convenience and Necessity criterion MUST be shown by the use of shipper witness. (A hearing **WILL NOT** be held without Shipper Witnesses.)

(Continued on next page.)

HOUSEHOLD GOODS/HAZARDOUS MATERIAL APPLICATION PROCESS

2. Shipper Witness testimony should, at a minimum, support the area to be served.

C. Regarding Shipper Witnesses - S.C. Code Ann. 558-23-590 provides in part that the Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, if the applicant proves to the Commission that:

1. It is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the Commission's regulations; and

2. The proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

Step 7: Commission Action

The Commission Shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public convenience and necessity must be made by the Commission on a case by case basis.

Docket is put on the Commission Agenda for action.

1. If denied, another application may not be made until at least 6 months have elapsed since the date of the denial.

2. If approved, Applicant has 90 days from the date of the Order to file proof of liability and cargo insurance, rates, and obtain a satisfactory safety rating [performed by Stafe Transport Police (803-896-5500)] with the Office of Regulatory Staff, 1401 Main Street, Suite 900, Columbia, SC 29201

3. After 90 days, requests for extension of time to comply must be requested in writing.

Step 8: Issuance of Certificate

A. After filing of insurance, rates, and safety information, the Certificate of Public Convenience and Necessity is issued.

B. Operation without the Certificate of Public Convenience and Necessity is prohibited.

* Regulation 103-133 sets forth with particularity the requirements that an applicant must demonstrate in order

- "fit, willing, and able."

10 S.C. Code Regs. 103-133(1) also provides in relevant part that "[t]he public convenience and necessity criterion must 🙊 shown by the use of shipper witnesses, if the applicant applies for authority for more than three contiguous counties." The term "shipper witness" is not defined in the regulation, but the term "shipper witness" refers to a witness who can support the testimony of the applicant regarding the need for additional services in an area. Under S.C. Code Ann. §58-23-590, the applicant must prove that the "proposed service ... is required by the present public convenience and necessity." While an applicant will testify that his services are needed in an area, the shipper witnesses are to present supporting testimony that the services are in fact needed.

Generally, a shipper witness includes, but is not limited to, a person who books, attempts to book, or controls the shipment of goods. In the context of providing supporting testimony regarding the present state of public convenience and necessity, a shipper witness is someone who, through first hand knowledge, is familiar with the availability, or unavailability, of moving services in an area. First hand knowledge should come from either requiring moving services personally or from booking moving services for a company or business, such as a relocation officer for a company. To properly address the public convenience and necessity criterion, a shipper witness should be able to present testimony concerning efforts to obtain moving services and the relative ease or difficulty in obtaining moving services from existing carriers in an area or areas proposed to be served by the applicant. While a shipper witness may have used the services of the applicant and may testify to satisfaction with the applicant's services, testimony regarding the applicant's service and satisfaction with those services goes more to the "fitness" of the applicant rather than to the issue of public convenience and necessity.

Further, testimony of the shipper witness(es) must address the "present public convenience and necessity." (Emphasis added.) In other words, testimony should relate to recent events or incidents and should not focus on events that are distant or remote in time.

(Caption of Case) Example: Application for a Class C Charter Certificate from John Doe dba Doe's Limo Application for a Class E Household Goods Certificate from Carolina Elite Movers LLC dba Kevin's Moving	BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA TRANSPORTATION COVER SHEET DOCKET NUMBER: 2022 - T If this is your first time filing an application with the PSC, you will have a Docket Number. The Commission will assign one to you. If have filed with the Commission before, a Docket Number was assign and should be entered above.				
(Please type or print) Submitted by: David Popowski) and should be entered above. No. 2012 Telephone: 843-722-8301				
Address: Popowski Law Firm, LLC	Fax: 843-722-8309 Engage				
171 Church St., Suite 110	i irner				
Charleston, SC 29401	Email: david@popowskilaw.com				
as required by law. This form is required for use by the Public Serbe filled out completely.	replaces nor supplements the filing and service of pleadings or other paper vice Commission of South Carolina for the purpose of docketing and must STON (Check all that apply)				
Application - Class A/A Restricted	Request for Name Change on Certificate				
Application - Class C Taxi	Request to Amend Scope of Authority				
Application - Class C Charter	Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.)				
Application - Class C Charter Bus	Request to Amend Passenger Limit				
Application - Class C Non-Emergency	Request				
Application - Class C Stretcher Van	Exhibit ω				
X Application - Class E Household Goods	Late-Filed Exhibit $\overset{\mathbf{Q}}{\omega}$				
Application - Class E Hazardous Waste	Letter				
Application	Proposed Order				
Request for Extension to Comply with Order	Publisher's Affidavit				
Request for Order Granting Authority to Obtain a Certific	cate Reservation Letter				
of Public Convenience and Necessity to be Rescinded	Response				
Request for Cancellation of Certificate	Return to Petition				
Request for Suspension	Other:				
Request for Reinstatement					

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA 101 Executive Center Drive, Suite 100 Columbia, South Carolina 29210 Phone: (803) 896-5100 FAX: (803) 896-5199 APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

					SSING
	ect Class: (Check one)	Da		February 1, 2022	
[区 (HHG) - Household Goods				- 20
[☐ E (HAZ) - Hazardous Material)22
					F <u>e</u>
IMP <u>befo</u>	 E (HHG) - Household Goods □ E (HAZ) - Hazardous Material PORTANT! If application is to amend scope of an area application will be accepted. If application is for 	uthority, a current annual name a NEW CERTIFICAT	ual E, d	report must be on file with th lo not submit annual report.	e Commission
					ω
Che	ck one:				12:1
	New Application				6 P
	Amended Scope of Authority				≤ .
	Current Scope: (list counties)				12:16 PM - SCP\$C
	Amended Scope:				
	(list counties)				20
					- 2022-64-T
1.					64-
	Carolina Elite N	Movers LLC dba Kev	in's	Moving	1
N	ame under which business is to be conducted (corpo	oration, partnership, or	sole	e proprietorship, with or withou	it trade name
	ame under which business is to be conducted (corporate and the corporate and the corporat	i Suite 2 Myrtle Rea	ch	SC 20588	e 4
_	Stree	et Address of Applicant		DC 27300	<u> </u>
		**			<u>3</u>
	Mailing Address of A	pplicant (if different fro	om s	street address)	
	843-591-6439				
-	Phone			FAX	
	carolina	elite movers@yaho	0.00	nm	
	- Jaioinia_	Email Address	5.00		

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

	I I I I I I I I I I I I I I I I I I I	\odot
3.	Select Entity Type: (Check one)	CH CH
	Individual Owner/Sole Proprietorship	CEPTED
	☐ Partnership - List names and address of all person having an interest in the business.	
	○ Corporation - List names and addresses of two principal officers.	FOR
	April Pulsifer, 417 Vintage Circle, Myrtle Beach, SC 29579 - President	FOR PROCESSING
	Jason Pulsifer, 417 Vintage Circle, Myrtle Beach, SC 29579 - Vice President	OCE
		SSIZ
		- 1
		2022
4	Is applicant certified to provide intrastate transportation of household goods in another state: (Check one.)	Fe
	○ Yes	brua
	If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.	2022 February 3 12:16
5.	Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)	PM -
	○ Yes	SCPSC
	If yes, list dates and nature of convictions below.	1
		202
		2022-64-T
6	Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state of any other state? (Check one.)	۱-T - Page اغ
	O Yes No	ge 5
	If yes, list dates and nature of revocations below.	of 31

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.						
	Financial S	Statement		ACCEPTED F		
Applicant's assets and liabilities	are as follows:			FOR PROCESSING		
Assets:		<u>Liabilities:</u>		RO(
Value of Real Estate	0	Mortgage/Loan on Real Estate	0	SES		
Value of Motor Vehicles	35,000	Loans Owed on Motor Vehicles	15,000	SING		
Cash on Hand	2,000	Business/Other Loans Owed	35,000	202		
Cash in Bank	10,000	Other Liabilities or Debts	0	2 Fe		
Value of Other Assets and Equipment	5,000	Total Liabilities	50,000	-2022 February 3		
Total Assets	52,000			12:1		
NSTRUCTIONS:				12:16 PM - SCPSC		
 "Value of Real Estate" means Company/Business Applying 		market value of any real property/buildings	owned by the	1		
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured the Real Estate listed in Item 1.						
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.						
		ding balance on any loans or liens on the veh		^{n კ} .ග		
5. "Cash on Hand" is the total or	f actual cash held by the	e Company/Business applying for a Certificat	te on the day this	form.		

INSTRUCTIONS:

- 5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
- 6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
- 7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
- 8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
- 9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

See attached Tariff and Bill of Lading

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

⊠ Household G	loods, as defined in R1	03-210(1)		
☐ Hazardous W	Vastes, as defined in R1	03-210(2)		
You will only be al	f Authority: Check all of lowed to operate in the end to operate in all cou	se counties checked be	low. You may request	-
Abbeville	Cherokee	Florence	Lee	Saluda
Aiken	Chester	Georgetown	Lexington	Spartanburg
Allendale	Chesterfield	Greenville	Marion	Sumter
Anderson	Clarendon	Greenwood	Marlboro	Union
Bamberg	Colleton	Hampton	McCormick	Williamsburg
Barnwell	Darlington	Horry	Newberry	York
Beaufort	Dillon	Jasper	Oconee	
Berkeley	Dorchester	Kershaw	Orangeburg	X Statewide
Calhoun	Edgefield	Lancaster	Pickens	
Charleston	Fairfield	Laurens 4 of 10	Richland	

	DECC	DIDTION OF FOURDMENT	
	DESC	RIPTION OF EQUIPMENT	
are not re	equired to own a vehicle to file	e an application. However, prior to the C	commission hearing, you wil
iired to ha	ve obtained a vehicle.	***	, , ,
ИАКЕ	YEAR & MODEL	e an application. However, prior to the C VIN# 3FRNX65R96V302563	EMPTY WEIGHT
Ford	2006 F650	3FRNX65R96V302563	26,000
		7	
	· · · · · · · · · · · · · · · · · · ·		

INSURANCE QUOTE

This form MUST BE COMPLETED.

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A OUOTE.

The following insurance quote is for:

Carolina Elite Movers LLC dba Kevin's Moving

Name of Applicant

105 Lichen Road, Suite 2, Myrtle Beach, SC 29588

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance

9.057.00

Limits

\$750,000.00

Cargo Insurance

1.380.00

Limits

\$40,000.00

* Attach Certificate of Insurance if available.

Progressive Northern Ins. Co. Policy #953119780 / Century Surety Company, Pol. #CCP-1034206

Name of Insurance Company

P.O. Box 94739, Cleveland, OH 44101 / 550 Polaris Pkwy., Suite 300, Westerville, OH 43082

Home Office Address of Company

FOR PROCESSING, - 2022 February 3 12:16 PM - SCPSC - 2022-64-T - Page 9 of 3' I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR

\$ 500,000

Vehicle liability for vehicles 10,000 lbs. or more GVWR

\$ 750,000

Cargo - For loss of or damage to property carried on any one motor vehicle

2,500

For loss of or damage to or aggregate of losses or damages of or to property occurring at

any one time and place

5,000

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state. sc.us/self-insurance.

6 of 10

ACCEPTANCE SC 478 PO BOX 150659 NASHVILLE, TN 37215 PROGRESSIVE COMMERCIAL

Named insured

Carolina Elite Movers LLC 105 LICHEN CT MYRTLE BEACH, SC 29588

Commercial Auto Insurance Coverage SummaryThis is your Declarations Page

Policy number: 953119780

Underwritten by:
Progressive Northern Insurance Co
October 21, 2021
Policy Period: Oct 19, 2021 - Oct 19, 2022
Page 1 of 2

progressiveagent.com Online Service

Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-843-293-8081

ACCEPTANCE SC 478

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim. PO 8ox 94739 Cleveland, OH 44101

Your coverage began the later of October 19, 2021 at 12:01 a.m. or the effective time shown on your application. This policy period ends on October 19, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852SC (12/05), 4852SC (01/10), 4881SC (02/11) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$7,699
Bodily Injury and Property Damage Liability	\$750,000 combined single limit		
Uninsured Motorist			306
Bodily Injury Property Damage	\$750,000 combined single limit (included in combined single limit)	\$200	
Underinsured Motorist			320
Bodily Injury Property Damage	\$750,000 combined single limit (included in combined single limit)	\$0	
Medical Payments	Rejected		
Comprehensive			242
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			488
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$9,055
UM Fund Fee			2
Total 12 month policy premium and fees			\$9,057

Rated drivers

- 1. Jason Pulsifer
- 2. Anthony Minervini



Policy number: 953119780 Carolina Elite Movers LLC

Page 2 of 2

Auto coverage schedule

2006 FORD F650 Stated Amount: *\$11,750 (including Permanently Attached Equip)
 VIN: 3FRNX65R96V302563 Garaging Zip Code: 29588 Radius: 100 miles
 Personal use: N Body type: Box Truck

Liability	Liability Premium	UM Premium	UIM Premium		
Premium	\$7699	\$306	\$320	ober 16. de Nico de de Micol de 200	
Physical Damage	Comp/Glass Deductible	Comp/Glass Premium	Collision Deductible	Collision Premium	Auto Total
Premium	\$1,000/\$0	\$242	\$1,000	\$488	\$9,055

^{*}A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy

Electronic Funds Transfer

Important Cancellation Information

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 90 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 90 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.



		Centu 550	CENTURY SURETY COMPAN' EMBER OF AMERITRUST GROU TY SURETY COI Polaris Parkway, Suite Westerville, Ohio 4308 614-895-2000 www.centurysurety.com MMERCIAL LINES POL MON POLICY DECLARA	mpany 300 2				ACCEPTED FOR PROCESSING
POLICY NO.: CCP 1034 NAMED INSURED AND AD Carolina Elite Movers 105 Uchen Rd				New CODE NO. INSUREDS A Acceptance	GENT: Insurance			- 1
Unit 2 Myrtle Beach	sc	29588		4503 Socas B Myrtle Beac		SC 295	i88	2022 F
POLICY PERIOD: From:12 Business Description: Resid	dential Move	r						February
○ Individual ○ Joint Venture IN RETURN FOR THE PAY WITH YOU TO PROVIDE T THIS POLICY CONSISTS (PREMIUM MAY BE SUBJE	HE INSUR OF THE FO	THE PREMI ANCE AS S' LLOWING (TATED IN THIS POLICY COVERAGE PARTS FO	ALL THE TO	ERMS OF TH	IS POLIC	Y, WE AGRE	3 12:16
Commercial Motor Truck Cargo	o Coverage F	Part					\$1,380.00	- SCPSC -
	nis policy ar	nd is not subj	arned as of the effective ject to return or refund. be made upon:		TOTAL		\$1,380.00	2022-64-T
Appalachian Underwriters, I 800 Oak Ridge Turnpike S	uite A-1000							- Page
Form(s) and Endorsement(s	See Atta	ched Schedu	ule of Forms, CIL 15 00b					
*Omits applicable Forms and Endo Any person who, with intent to defi deceptive statement is guilty of ins	aud or knowin				pplication or files	a claim con	taining false or	of 31
COMPANY REPRESENTA Appalachian Underwriters, I P.O. Box 800			Countersigned	d By	Authorized F	Renresent:	ativo	
Oak Ridge	TN 3	7831		01/21/2022	TG	toprosont	2010	
IN WITNESS WHEREOF, this Co Agent of this Company at the Age			sted these presents; but this po	-	valid unless cou	intersigned b	y the duly Author	ized
		STATEST .	Secretary			Preside	nt	_

Century Surety Company

COMMERCIAL MOTOR TRUCK CARGO CARRIERS COVERAGE FORM DECLARATIONS Coverage Forms CIM 1506, CIM 1507, CIM 1569

Policy No.: CCP 1034206

Effective Date:

12/16/2021

12:01 A.M. Standard Time

NAMED INSURED: Carolina Elite Movers

OPERATIONS LOCATION: \boxtimes Same as Mailing Address (If different than mailing address show below)

LIMITS OF	LIMITS OF CARGO INSURANCE:							
-\$	40,000 Maximum Per "Covered Vehicle " Per Occurrence							
\$	40,000 N	laximum	Per Any One O	ccurrence				
RATE: \$	1 380 /ner	Covered	I Vehicle ner \$1	00 receipts or per 100 miles)	Hazard Group : 5	Class Code: 446		
IVATE: \$	1,300 (per	0046160	venicie, per wi	or receipts or per roo rimes,	Hazaru Group . 3	Class Code. 440		
Check	If using a R	eporting	Method for pre	mium computation. See appr	opriate endorsement.			
Premium	Subtotal :	\$	1,380	Minimum Premium for this co	verage part: \$	750		
TRIA Cov	erage :	\$	0					
Total Prer	nium :	\$	1,380					
1								
DEDUCTION	BLE:							
1.	\$	1,000		Per Occurrence				
2.				% of each loss subject to a mi	nimum of \$			
3.	\$			for Refrigeration and Heating I	Breakdown			
4.	\$			for Theft (if left blank, the Per	Occurrence Deductible app	lies)		
5.	\$							
	E OF " COV	/ERED V	EHICLES ":		-			
Unit#	Year	Make		Model	VIN			
1	2006	Ford		F650	3FRNX65R96V30256	53		
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy): Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Attached Schedule of Forms, CIL 1500b 0202								

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THIS INSURED AND THE POLICY PERIOD

Exhibit Fit, Willing, and Able (FWA)

	Carolina Elite Movers LLC dba Kevin's Moving	
	Name	T TROCESSING
1.	Does Applicant have a Safety Rating from the U.S.D.O.T.?	G
	O Yes	- 2022
	○ Satisfactory ○ Conditional ○ Unsatisfactory	replual
2.	Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers the past twelve (12) months?	in N
	○ Yes	- OC
3.	Are there currently any outstanding judgment(s) against the Applicant?	707
	○ Yes	' '
	If "Yes", list judgements here:	-770
		- 0+
4.	Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?	<u>1</u>
	● Yes ○ No	_
5.	Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.) • Yes • No	ļ

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA 101 EXECUTIVE CENTER DRIVE, SUITE 100 COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto. and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Pleas	e check	the	applicable	box:
-------	---------	-----	------------	------

- The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the email address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc. gov to create a My DMS account.
- The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

DEANNA HUGUELEY Notary Public - State of South Carolina My Commission Expires Nov. 10, 2030

- pril fully Applicant's Signature

President

Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA

COUNTY OF HOIL

SWORN TO BEFORE ME

day of CELICII This

Notary Public

Commission Expires

Personal Identification Information

Name of Applicant:	
Address:	
Federal Employer	_
Identification Number:	

****** Confidential ******

For Internal Use Only

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Carolina Elite Movers LLC dba Kevin's Moving Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

- 1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
- 2. Can produce a copy of the FMCSR and the HM regulations:
- 3. Has in place a driver safety orientation program:

Notary Public

Commission Expires Nov. 10

- 4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C:
- Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392:395 and 396);
- 6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK	THE APPROPRIATE RESPO	NSE BELOW:	
O Yes	 Not Applicable 		
transport hazardous mate	you will operate only small ve rials in a quantity to require plading to require plading you must certify as follows:	icarding under the HM regula	nds or less) and do not tions and are thus exempt from
• •	n and will observe FMCSR gen THE APPROPRIATE RESPO Not Applicable		guidelines.
information supplied on the and authorized to file this criminal violations punis	. verify under penalty his form or relating to this application. I know that will hable by imprisonment and fine tal filings to this application)	lication is true and correct. Full misstatements or omissions	
, SWORN TO	BEFORE ME	1 ///	1º A. C.
This 15 t day of	Februcay, 2022	App	licant's Signature

DEANNA HUGUELEY
Notary Public - State of South Carolina

My Commission Expires Nov. 10, 2030

Print Application

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Carolina Elite Movers LLC, a limited liability company duly organized under the laws of the State of South Carolina on August 28th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 12th day of January, 2022.

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Filing Data: 09/29/2020

Filing Date: 08/28/2020

Filing ID: 200828-1123231

Jan 12 2022 REFERENCE ID: 946940

STATE OF SOUTH CAROLINA SECRETARY OF STATE



ARTICLES OF ORGANIZATION Limited Liability Company – Domestic

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1.	The name of the limited liability company (Company ending must be included in name*)			
	Carolina Elite Movers LLC			
	*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LtC", or "Ltd. Co."			
2.	The address of the initial designated office of the limited liability company in South Carolina is 7269 SC 707			
	(Street Address)			
	Myrtle Beach , South Carolina 29588			
	(City, State, Zip Code)			
3.	The initial agent for service of process is			
	Palmetto Business Strategies			
	(Name)			
	(Signature of Agent)			
	And the street address in South Carolina for this initial agent for service of process is: 607 19th Ave N			
	(Street Address)			
	Myrtle Beach South Carolina 29577			
	(City) (Zip Code)			
4.	List the name and address of each organizer. Only one organizer is required, but you may have more than one.			
(a)	Jason Pulsifer			
	(Name) 7269 SC 707			
	(Street Address)			
	Myrtle Beach , South Carolina 29588			
	(City, State, Zie Code)			

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

AL ON FIEL IN THIS OFFICE	
Jan 12 2022	
EFERENCE ID: 946940	Carolina Elite Movers LLC
Must Hammond	
	Name of Limited Liability Company
(b)	rame of climited Liability Company
(Name)	
(Street Address)	
(City, State, Zip Code)	
	is to be a term company. If the company is a term company, provide the
6. Check this box only if management	of the limited liability company is vested in a manager or managers. If thi
company is to be managed by man	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
company is to be managed by manag	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
company is to be managed by managed by managed (a) (Name)	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
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company is to be managed by managed by managed (a) (Name)	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
(a) (Name) (Street Address) (City, State, Zip Code)	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
(a) (Name) (Street Address) (City, State, Zip Code) (b)	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
(a) (Name) (Street Address) (City, State, Zip Code) (b)	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager.
(a) (Name) (Street Address) (City, State, Zip Code) (Name) (Street Address) (City, State, Zip Code) (Street Address) (City, State, Zip Code) 7. Check this box only if one or more under Section 33-44-303(c). If one or more	of the limited liability company is vested in a manager or managers. If thi agers, include the name and address of each initial manager. of the members of the company are to be liable for its debts and obligation or members are so liable, specify which members, and for which debts, e liable in their capacity as members. This provision is optional and does

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of

State. Specify any delayed effective date and time _

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Jan 12 2022 REFERENCE ID: 946940

Mark Hamman C	Carolina Eite Movers LLC
	- 4.
	Name of Limited Liability Company
are required or are permitted to be set forth	w which the organizers determine to include, including any provisions that in the limited liability company operating agreement may be included on a nice to this section if you include a separate attachment. It sign.
Jason Pulsifer	· · · · · · · · · · · · · · · · · · ·
Signature of Organizer	
Date: 08/28/2020	
Signature of Organizer	
Date:	

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA

FOR

CAROLINA ELITE MOVERS LLC

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Carolina Elite Movers LLC ("Carolina Elite Movers"). These services are furnished between points and places in South Carolina.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the charges listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set forth below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Carolina Elite Movers office location, and includes the estimated return time to the office location.

Number of Movers	Hourly Rate
Two Men and a Truck	\$ 120.00
Three Men and a Truck	\$ 150.00
Four Men and a Truck	\$ 175.00

1.2 Office Hours / Minimum Hourly Charges

Carolina Elite Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 9:00 am – 5:00 pm. Carolina Elite Movers has a four-hour minimum for all jobs.

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Carolina Elite Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

1.3 Fuel Charges

In addition to the above hourly charges, Carolina Elite Movers will include a \$35 fuel surcharge for trips under 75 miles roundtrip from the office location and \$1.50 per mile for any distance from point to point greater than 75 miles roundtrip from the office location.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$120
- Pool Tables \$350
- Gun cabinet \$150
- Steel Gun Cabinet (in excess of 400 lbs.) \$250
- Hot Tubs, Whirlpools \$375
- Riding Lawnmowers \$120
- Freezers \$90
- Flat Screen Televisions (41" or above) \$70
- Golf Carts \$350
- Upright pianos \$150, Grand pianos \$250

2.2 Elevator or Stair Carry

Carolina Elite Movers does not charge an additional fee for elevators; however, after the first and second flights of stairs, if there are additional flights the total cost shall be \$100.

2.3 Excessive Distance or Long Carry Charges

Carolina Elite Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Packing and Unpacking

- **2.4.1** The packing rate is \$100/hour for two packers; \$150 for three; and \$200 for four packers. In addition, the actual cost of packing materials will be assessed.
- 2.4.2 Carolina Elite Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Carolina Elite Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles. Carolina Elite Movers does not perform these services.

2.6 Waiting Time

The customer is charged the hourly rates specified in Section 1 for all waiting time or delays which are not the fault of Carolina Elite Movers.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- **3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must notify carrier by email of all claims for concealed damage within 15 days of the move setting forth the items damaged, the specific defects, and the amount of the claim. Carolina Elite Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Carolina Elite Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is unconcealed damage, notify Carolina Elite Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, you must notify the carrier by email within seven (7) days of your move setting forth the items damaged, the specific defects, and the amount of the claim. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Carolina Elite Movers' rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Carolina Elite Movers' rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Carolina Elite Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including, but not limited to accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Carolina Elite Movers will not accept responsibility for safe delivery of such articles if they come into Carolina Elite Movers' possession with or without Carolina Elite Movers' knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Carolina Elite Movers' Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Carolina Elite Movers shall not be liable for any delays in transporting household goods.

Proposal for John Doe Sample

Shipper (John Doe Sample)

Date 02/03/2022

Carolina Elite Movers- Sample

105 lichen dr suite 2, myrtle beach, SC, 29588 (843) 591-6439

Household Goods Proposal for Moving Services

	Origin	forestbrook reserve, 417 Vintage Circle, Myrtle Beach, S	C, 29579
	Destination	public storage, 401 Hampton Street, Columbia, SC, 2920	l .
	Type of Proposit	Not-to-exceed	
	Shipment	HIK	
	Movers	3 movers	
	Hourly Rate	S150.00/bour	
	Liability Coverage		
	Additional Fees		
	Notes sample sample		
	None None		
	This is the maximum amount the shipper could be required to pay for the listed services: \$10,000.00		
	NOTICE: This proposal is for the listed items and services only. Additional items and services may result in additional cost.		
	CARRIER'S LIABILITY: A household goods carrier's liability for loss or damage to any shipment is \$.60 per pound per article, unless the carrier and shipp agree, in writing, to a greater level of liability.		
	NOTICE: This is a contract for moving services and is subject to the terms and conditions on the front and back of this document and any addendum.		
	Transportation charges are due prior to unloading at the final destination. Payment shall be made with any of the following: Credit Card Cash/Cleck.		
I agree to accept this proposal with an hourly rate quote and do not require the estimated number of hours to complete this proposal.			
	Sign below		Sign below
	Shipper (John Doe San	nple)	Mover (david Popowski)
	Date: 02-03-2022		Date: 02-03-2023
	I authorize the above moving services.		
	Sign below		Sign below

Mover (david Popowski)

Date: 02/03/2022

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

- (1) Section 1 General Provisions.
- (A) For the purposes of this subsection, the following terms will mean:
- (i) Household goods carrier-The motor carrier mover contracted to transport a shipment of household goods.
- (ii) Shipper-The owner of the household goods shipment or his representative.
- (B) Changes to the moving service contract are not valid unless agreed to in writing by the household goods carrier and the shipper
- (C) Household goods carriers will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the carrier's control, force majeure, prevent or delay transportation.
- (D) Moving services contracts must comply with all other applicable laws of the State of South Carolina.
- (2) Section 2 Cargo Liability Provisions.
- (A) The household goods carrier is liable for any loss or damage to the shipment, except as listed in subparagraphs (B) and (C) of this paragraph.
- (B) The household goods carrier is not responsible for loss, damage, or delay due to acts of God, acts of civil authorities, defects in the shipment, a riot, a strike, or an act or default of the shipper.
- (C) The household goods carrier is not liable for loss or damage caused by dangerous or explosive goods unless the shipper notifies the earrier, in writing, of the nature of the goods and the carrier agrees, in writing, to the transportation of these goods.
- (3) Section 3 Claims Provisions.
- (A) A written claim must be filed by the shipper within 90 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the shipper within 90 days after a reasonable time for delivery has clapsed.
- (B) A household goods carrier is not liable for any claim that is not filed within 90 days of the delivery of the shipment to the final destination. A household goods carrier is not liable for any claim that is not filed within 90 days after a reasonable time for delivery has clapsed for shipments that were not delivered.
- (4) Section 4 Payment Provisions. The shipper must pay the freight charges upon delivery unless the shipper and household goods carrier agree otherwise.
- (5) Section 5 Provisions for Shipments Not Delivered.
- (A) A household goods carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.
- (B) The cost of such storage is the responsibility of the shipper of the household goods.
- (C) A shipment of household goods placed in storage is subject to liens for storage, freight, and other lawful charges.
- (D) A household goods carrier must issue written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.
- (E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods carrier may begin the process of selling the goods at public sale, as prescribed in Transportation Code, Chapter 6.
- (F) A household goods carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.
- (G) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

Additional Terms

Carolina Elite Movers doing business as Kevins Moving is not responsible for moving any unpacked glass, pictures, mirrors, TVs, lamps or any other items that should be packed before moving.

If we do move any of these items as a courtesy to the shipper they will not be covered under any insurance and crew or company will not be held responsible for damages to the unpacked items.

Carolina Elite Movers doing business as Kevins Moving is not responsible for any contents in packed by owner boxes or containers as we do not know the conditions of items before being placed in the container or the quality in which items were packaged.

Carolina Elite Movers doing business as Kevins Moving is not responsible for any damages to items loaded into customers rental trucks or trailers as well as their person vehicle. As we can not assure how items were handled after we are no longer with shipment. Customers are responsible to provide all protection and straps for shipments loaded onto their vehicles.

Carolina Elite Movers doing business as Kevins Moving is not liable for items loaded into customers storage units or pods as well. Once we have left the job there is no way we can be aware of how shipment is moved or handled.

Carolina Elite Movers doing business as Kevins Moving provides a most important page of every move. If there is and damage that occurs before our crew leaves job it is to be noted on that form.

I agree to the terms and conditions outlined above.

Sign below

Shipper (John Doe Sample) Date: 02-03-2022